



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AGREED PLAN OF OPERATION

Licensee: Saleh Jaber Inc. dba Midwest Gas

Premises: 10 N. Kilbourn Avenue, Chicago, Illinois 60624

Account #: 273363

Licenses: Retail Food Establishment, Tobacco, and Filling Station

The City of Chicago Department of Business Affairs (BACP) and the above-named licensee have agreed to the following license conditions concerning the operation of the business, in lieu of the filing of a public nuisance discipline case against the licensee pursuant to Chapter 4-4-313 of the Municipal Code of the City of Chicago (MCC):

1. Hours of Operation:

Licensee shall operate the business between the hours of **6:00 A.M.** and **12:00 A.M.** daily.

2. Security Cameras:

Licensee represents that Licensee has installed a total of **17 cameras (6 exterior cameras of which three cameras are compatible and shall be connected to OEMC and 11 interior cameras of which one camera is compatible and shall be connected to OEMC)** and shall maintain video surveillance cameras (the cameras) of type, placement, and inside locations conforming to the following:

- a. The cameras can view and record persons on the public way and as they enter the parking lot or the filling station;
- b. At least two exterior cameras facing Kilbourn Avenue and the empty parking lot in front of the Premise.

- c. The cameras are sufficiently light sensitive and provide sufficient image resolution to produce easily discernable images;
- d. The images recorded by the cameras are capable of being viewed through use of compact disc, electronic file transfer and other digital media and are capable of being transferred to a variety of portable form of media, including, but not limited to compact disc and digital video disc;
- e. All cameras recordings are indexed by date and time and will be preserved on the Licensee's computer system for at least 30 days after recording;
- f. All camera recordings shall be stored at the Licensee premises in a secure manner within its office, the access to which shall be limited to authorized Licensee personnel;
- g. The cameras and recordings shall be made available to the Chicago Police Department, BACP, and the City of Chicago (the City) and its personnel immediately upon request;
- h. Licensee agrees to connect and maintain the connection of the cameras to the Chicago Police Department (CPD) Office of Emergency Management ("OEMC") within **120 days** after the execution of this Plan of Operation (POO);

3. Security Staff:

Licensee shall obtain a contract with a licensed and bonded security firm to provide services as follows:

- a. Security guards' schedule:
 - i. From 6 A.M. to 3 P.M.: one (1) security guard: unarmed or armed as necessary.
 - ii. From 3 P.M. to 12 A.M.: two (2) security guards: one unarmed and one armed.
- b. Security guards shall provide a visible presence outside the establishment.
- c. Security guards shall be attired in clothing that makes them easily identifiable as security, such as vests or jackets marked "security."
- d. Security guards shall provide the following services:

(1) Patrol the interior and exterior areas of the Premises and the parking lot

around the filling station to ensure customers conduct themselves in a lawful manner, discourage parking by non-patrons, and eliminate loiterers.

(2) Security guards shall take affirmative steps to prevent fighting, disturbances of the peace, public intoxication, unruly behavior, and all other criminal activity;

(3) Security guards shall take affirmative steps to eliminate loiterers so that the sidewalks, entrance, and alleyway to the premises are not impeded;

(4) Call 9-1-1 to report any fights, unruly behavior, and any criminal activity that occurs on or within sight of the licensed Premises;

(5) Licensee and Security guards shall urge and prohibit loiterers NOT to congregate on the public way in front of or on the side of the business and shall call 9-1-1 if loiterers fail to move after being warned to do so. Licensee agrees to report illegal activity including but not limited to loitering in or adjacent to the business premises and sign complaints against loiterers for trespass;

(6) Maintain an incident log in which all 911 calls are recorded for CPD, BACP, and other City departments' inspections; log shall be kept on the licensed premises for a period of one year and immediately made available to CPD and BACP upon request; and

(7) Sign complaints and testify when advised to do so.

- e. Licensee shall provide to BACP a scanned copy of the contract with the licensed and bonded security firm and its amendments, supplements, renewals, invoices, and proof of payment together with a signed copy of this Plan of Operation. Licensee shall, thereafter, provide to BACP scanned copies of any new contract or a renewal of the existing contract, amendment, and supplement, **within three days** of the execution of these documents.

4. 911 & Incident Logs:

Licensee agrees to keep and maintain a Log (listing) of all calls to 9-1-1 and an Incident Log (listing) on which the owner and / or employees record any illegal activity observed inside or outside of the Licensed Premises. Both logs shall be kept on the licensed premises for a period of **one year** and made available to CPD or BACP upon request.

5. Outdoor Lighting:

Licensee represents that the premise is well lit because Licensee has updated the lighting to brighter LED lights and installed new light fixtures.

6. Cleanliness of Business Premises:

Licensee agrees to clean-up and maintain clean business premises. Licensee agrees to remove litter and debris from the area outside and adjacent to the store at least twice daily:

- a. Licensee shall power wash the exterior of the premises quarterly;
- b. Licensee shall maintain a log with times and dates of daily cleaning for the City inspection;
- c. Licensee shall contract with a licensed waste management/scavenger service to ensure that all trash generated in conjunction with the Licensee's business activities is picked up at least three (3) times per week; and
- d. All trash or recycling dumpsters shall be kept locked at all times.

7. CAPS and Community Meetings:

Licensee agrees to regularly attend (or have a representative attend) CAPS beat meetings and other similar CPD sponsored meetings and to set up and/or attend meetings with the local Alderman, Police Commander and Community resident groups or residents to discuss any problematic concerns regarding the operation of the business. Licensee further agrees to cooperate with the police department in any and all incident investigations.

8. Posting and Signage:

- a. Licensee agrees to include the business' current name in any advertising signs;
- b. Licensee shall abide by MCC §13-020-550 which limits advertising signs on exterior-facing windows to no more than 25% of any single window, and allowing unobstructed view into the interior of the premises;

d. Licensee shall post and maintain:

(1) A copy of the duly executed Plan of Operation in a conspicuous manner and at a conspicuous place.

(2) "No Trespassing" signs on the premise's exterior and the parking lot. Furthermore, Licensee shall post such signs in a conspicuous location on the exterior and interior of the premises near the front door, on the fence, and on the filling stations that prohibit loitering, panhandling, solicitation and indicating video recording.

(3) Store policies including, but not limited to, refund, return and check-writing policies in a conspicuous manner on a sign at each cash register and at the customer service desk or other centrally located areas accessible to the public. If Licensee has a credit or debit card policy imposing a minimum charge for use of a credit or debit card, such policy must also be posted in a conspicuous manner.

(4) A sign in a conspicuous location inside the Licensed Premises that reads "It Is a Violation of the Law For Cigarettes or Other Tobacco Products or Tobacco Accessories To Be Sold to Any Person Under The Age Of 21. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment."

9. Receipts:

Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 32, which requires the licensee to supply a written receipt for each transaction that contains at a minimum, the date and amount of the transaction, and the name and location of the retailer.

10. Tobacco Sale:

- a. Licensee agrees that it is familiar with, and shall abide by MCC 4-64-345 and will not sell tobacco products or tobacco accessories to any individual under the age of 21 years. Licensee agrees that it shall institute a strict, written policy which will require employees to check the identification of all patrons purchasing tobacco to ensure compliance with the MCC. Licensee shall be responsible for the acts of its employees and ensure that every employee is trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employee working behind the register.
- b. Licensee shall not offer for sale or selling any cigarette or tobacco that is not in its original factory-wrapped package.

- c. Licensee shall abide by MCC 7-32-010 which includes electronic cigarettes in the definition of tobacco products thereby subjecting E-cigarettes to the same restrictions as other tobacco products.

11. Sale of Outdated Products Prohibited

Licensee agrees that it will not stock, display or sell merchandise, including but not limited to infant formula, food or over-the-counter medications, that is outdated or past the "sell-by" date on the packaging or container.

12. Cooperation with Inspections

Licensee agrees that it is familiar with and shall abide by MCC § 4-64-500(3) which requires the following:

1. Licensees and their agents who sell tobacco shall present valid government-issued identification when an authorized City investigator has identified himself and requested such identification;
2. Licensees and their agents shall be prohibited from closing and locking safe doors and other doors, including but not limited to doors to closets and storerooms, when an authorized City investigator has identified himself and announced his intention to inspect the premises for compliance with the requirements of this Code;
3. Licensees and their agents shall immediately stop selling cigarettes and other tobacco products when an authorized City investigator has identified himself and announced his intention to inspect the premises for compliance with the requirements of MCC; and
4. Within thirty minutes of the arrival of any authorized City investigator charged with responsibility for inspecting the licensed premises, Licensees shall have a person available on site to open any locked safe or door where unstamped cigarettes may be hidden.

The conditions of this Plan of Operation are legally binding and may be enforced by the City of Chicago enforcement authorities. Violation of the above-stated conditions may result in the imposition of fines in addition to license suspension or revocation.

The conditions imposed pursuant to this Plan of Operation shall apply to the business address, Licensee, and all officers, managers, partners, and direct or indirect owners of the licensed

entity. The sale of the business to other persons purchasing stock or membership of units of the licensed entity does not void the above conditions on the license. Any and all potential new owners of the licensed entity shall be subject to the same conditions set forth in this Plan of Operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to **post this Plan of Operation next to the license certificate in a conspicuous place** at the business address.

Licensee: **Saleh Jaber Inc.
D/B/A Midwest Gas**

Business Address: **10 N. Kilbourn Avenue,
Illinois 60624**

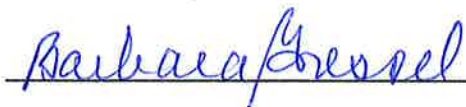
By:



Nagi Saleh, President
Saleh Jaber Inc.

Date: 5/28/19

and



Barbara Gressel
Deputy Commissioner
City of Chicago, Department of Business affairs and Consumer Protection, (BACP)

Date: May 28, 2019